

BANNER & WITCOFF, LTD.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
312-463-5000
Charles W. Shifley
Binal J. Patel

Intellectual Property Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, et al.	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

FIFTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD.,
INTELLECTUAL PROPERTY COUNSEL TO DELPHI CORPORATION, SEEKING
ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION AND
REIMBURSEMENT OF EXPENSES UNDER 11 U.S.C. SECTIONS 330 AND 331

Banner & Witcoff, Ltd. ("Banner"), intellectual property counsel for Delphi Corporation ("Delphi"), and a Retained Professional, submits this fifth interim application seeking a fifth interim allowance and payment of compensation and reimbursement of expenses under 11 U.S.C. §§330 and 331, for the period from February 1, 2007 through May 31, 2007 ("the Application Period").

STATEMENT AT THE OUTSET PURSUANT TO GUIDELINES

Banner submits this interim application for (a) allowance of compensation for 110.2 hours of professional legal professional services provided by Banner to Delphi, in the amount of \$46,234.00 and (b) reimbursement of actual and necessary charges and

disbursements incurred by Banner in the amount of \$7,900.28, for a total of \$54,134.28, in the rendition of required legal, intellectual property professional services on behalf of Delphi in the time period of February 1, 2007 through May 31, 2007.

SUMMARY SHEET AND CERTIFICATION

A Summary Sheet is attached as Exhibit A. A Certification is attached as Exhibit B.

CONTINUED APPLICATION

In support of this fifth interim application, Banner further represents as follows:

BACKGROUND

1. On October 8, 2005, Delphi and certain of its United States ("U.S.") subsidiaries (the "Initial Filers") filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). (On October 14, 2005, three additional U.S. subsidiaries of Delphi (collectively with the Initial Filers, the "Debtors") filed voluntary petitions for relief under the Bankruptcy Code. The Debtors continue to operate their businesses as "debtors-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code and orders of the Bankruptcy Court.

RETENTION OF BANNER

2. On January 3, 2006, pursuant to an application dated December 6, 2005, the Bankruptcy Court entered an order titled "Order under 11 U.S.C. §§327(3) and 1107(b) and Fed.R.Bankr.P. 2014 Authorizing Employment and Retention of Banner & Witcoff, Ltd. as Intellectual Property Counsel to Debtors ("Banner Retention Order"),

(Docket No. 1708) Exhibit C, and thereby granted the Debtors' request to employ Banner as intellectual property counsel under sections 327(e) and 1107(b) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure, with approval of such employment being effective as of the Petition Date, October 8, 2005.

EVENTS BEFORE THE APPLICATION PERIOD,
INCLUDING IDENTIFICATION OF LITIGATION THAT GIVES RISE TO THIS
APPLICATION AND BANNER'S TERMS AND CONDITIONS OF ENGAGEMENT
IN REPRESENTING DELPHI IN THE LITIGATION

(This description is abbreviated. Please see past Banner fee applications for more
information on periods before the application period.)

3. Delphi is a defendant in two civil actions for patent infringement in which Banner lawyers have represented Delphi from before the Petition Date. These are (a) Automotive Technologies International, Inc. ("ATI") v. BMW North America, Inc., et al., Appeal No. 06-1013 (Federal Circuit September 29, 2005) and its underlying case, Civil Action No. 01-71700 (April 30, 2001), and (b) Automotive Technologies International, Inc. v. Delphi Automotive Systems Corporation, et al., Civil Action No. 04-72035 (E.D.Mich. April 30, 2005). Together, these cases are routinely called the "ATI" cases by Banner.

4. Banner was retained to represent Delphi in the ATI cases by an exchange of letters of engagement described in paragraph 10 of an Affidavit of Charles W. Shifley filed in support of the application for retention of Banner, Exhibit D. See also Exhibits E and F, the subject letters of engagement. These letters reflect voluntary accommodations to Delphi including discounted rates and rates fixed over time.

5. Civil Action No. 04-72035 was stayed during the pendency of Appeal No. 06-1013 and remains stayed by District Court order.

6. Delphi has an indemnity agreement with General Motors Corporation implicated in the identified civil actions for patent infringement. Pursuant to the agreement, at Delphi expense, Banner represents and has represented General Motors Corporation in these actions as well as Delphi.

EVENTS BEFORE THE APPLICATION PERIOD
CAUSING NECESSARY AND REASONABLE SERVICES AND DISBURSEMENTS

7. On November 14, 2005, Delphi served the appellate court and its opponent in the identified appeal with its Suggestion of Bankruptcy and Notice of Operation of Automatic Stay.

8. On December 13, 2005, the appellate court issued an order temporarily staying briefing in the appeal and directing Delphi and its opponent to file status reports every sixty (60) days concerning whether this Bankruptcy Court has lifted the stay. Banner represented Delphi in response.

9. In a period from about January to about June, 2006, Banner represented Delphi in mediating the case. Mediation was not successful.

10. In July, 2006, Banner dealt with a court order lifting the stay and scheduling appellate briefing.

11. In July, 2006, and continuing in August, 2006, Banner began and continued drafting of a required appellate brief.

12. In October, November, and through December 13, 2006, Banner continued drafting of the required appellate brief, through its complete drafting, and supervised its printing, filing and service.

13. In December 2006 and January, 2007, after December 13, 2006 and through January 31, 2007, *inter alia*, Banner studied appellant's reply brief, and began preparation for oral argument.

EVENTS DURING THE APPLICATION PERIOD
CAUSING NECESSARY AND REASONABLE SERVICES AND DISBURSEMENTS

14. In February, 2007, Banner lawyers continued preparation for oral argument, including studying the appellant's reply brief for Delphi alleged deficiencies and preparing responses for oral argument, negotiating a Joint Statement of Compliance with a court Rule 33 on ADR, reviewing a cross-appellant's final brief, and handling a request from appellant to release confidentiality of information.

15. In March, 2007, and continued into April, Banner located and analyzed a best case yet for our appeal positions, and prepared, filed and served a Citation of Supplemental Authority. Banner also negotiated a co-defendants' agreement for streamlined oral argument, and pursuant to agreement, began to prepare a single oral argument representative of all co-defendants including Delphi, namely Mr. Gallo of another law firm.

16. In May, 2007, Banner continued and completed preparation of Mr. Gallo, and represented Delphi in support of Mr. Gallo at oral argument.

17. As well, all through this period, Banner consulted and advised its Delphi and General Motors client representatives. Banner also handled the necessary miscellanea required by rules of the court and the situation.

COMPLIANCE BY BANNER'S INVOICES NOS. 1647535, 1649160, 1653560 and
1654850 WITH 11 U.S.C. 330, THE INTERIM COMPENSATION ORDER AND FEE
GUIDELINES

18. This application and Banner's invoices Nos. 1647535, 1649160, 1653560 and 1654850, Exs. G, H, I and J comply with 11 U.S.C. 330, the Interim Compensation Order (Docket No. 869), as amended by supplemental orders (Docket Nos. 2747, 2986, 3630 and 4545)("the Fee Order") and the U.S. Trustee Fee Guidelines, the Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, and the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases (together, "The Guidelines"), to the best of Banner's ability to provide compliance, and in that they contain all required information and are for necessary and reasonable services and disbursements provided to Delphi in the ATI cases.

19. The Certifying Professional certifies this application as in his Certification, Exhibit B.

20. Further, among other matters, lists of the individuals who provided services during the statement periods are at page 3 of Invoice 1647535, page 2 of Invoice 1649160, page 4 of Invoice 1653560 and page 4 of Invoice 1654850, Exs. G, H, I and J, and in the Summary Sheet, Exhibit A. All listed individuals are attorneys.

21. The Banner invoices also comply in that respective billing rates, aggregate hours, and reasonably detailed breakdowns of disbursements, and contemporaneously maintained time entries for each individual in increments of tenths (1/10) of an hour are all part of the invoices.

22. The Banner invoices also comply in that disbursements are billed at rates and in accordance with practices customarily employed by the applicant and generally accepted by the applicant's clients, and the disbursements, for photocopies, both internal

and external, telecommunications, both toll charges and facsimile transmissions, courier and freight, printing, court reporter and transcripts, messenger services, computerized research, out of town travel expenses, word processing, secretarial and other staff services, cellular telephones, overtime expenses, local and daytime meals, local transportation, and all other disbursements, satisfy the requirements of The Guidelines.

23. Banner believes its invoices and this application also comply with all other aspects of the Fee Order and all applicable laws, rules, orders, guidelines and the like. To any extent there is any technical noncompliance, Banner respectfully requests a waiver for any such matter.

ALL REQUIRED NOTICES HAVE BEEN PROVIDED; THERE HAS BEEN NO
OBJECTION

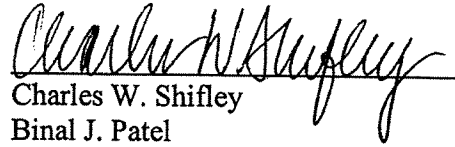
24. Banner has provided all required notices pursuant to the Fee Order, including serving monthly statements under paragraph 2(a) of the Order, except as relieved by Fee Committee communication that Fee Committee members do not want papers, by serving this fee application under paragraph 2(a) of the Order, and by serving an e-mail notice of the filing of this application and a listing of exhibits filed in support of it on the 2002 Entities List pursuant to paragraph 8 of the Order. See Exhibit L.

CONCLUSION

WHEREFORE, Banner respectfully requests that the Court (a) enter an order allowing interim compensation of \$46,234.00 to Banner for necessary and reasonable professional services rendered as attorneys for the Debtors during the application period, plus reimbursement of actual and necessary charges and disbursements incurred in the sum of \$7,900.28 for a total sum of \$54,134.28 and, (b) grant such other and further relief as is just and equitable under the circumstances.

A proposed order is attached at Exhibit M.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles W. Shifley", is written over a horizontal line.

Charles W. Shifley

Binal J. Patel

Banner & Witcoff, Ltd.

10 South Wacker Drive

Suite 3000

Chicago, Illinois 60606

Telephone: (312) 463-5000

Facsimile: (312) 463-5001

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Charles W. Shifley
Binal J. Patel

Intellectual Property Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re	:
	:
	: Chapter 11
	:
DELPHI CORPORATION, et al.	: Case No. 05-44481 (RDD
:	:
	:
Debtors.	: (Jointly Administered)
	:

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LIST OF EXHIBITS TO THE FIFTH INTERIM APPLICATION OF BANNER &
WITCOFF, LTD., INTELLECTUAL PROPERTY COUNSEL TO DELPHI
CORPORATION, SEEKING ALLOWANCE AND PAYMENT OF INTERIM
COMPENSATION AND REIMBURSEMENT OF EXPENSES UNDER 11
U.S.C. SECTIONS 330 AND 331

Banner & Witcoff, Ltd. ("Banner"), intellectual property counsel for Delphi
Corporation ("Delphi"), and a Retained Professional, submits this list of exhibits to its
identified fee application:

Exhibit A - Summary Sheet.

Exhibit B - Certification.

Exhibit C - Order under 11 U.S.C. §§327(3) and 1107(b) and Fed.R.Bankr. P.
2014 Authorizing Employment and Retention of Banner & Witcoff, Ltd. as Intellectual
Property Counsel to Debtors ("Banner Retention Order").

Exhibit D - Affidavit of Charles W. Shifley filed in support of the application for retention of Banner.

Exhibit E - First Letter of Engagement of Banner & Witcoff, Ltd.

Exhibit F - Second Letter of Engagement of Banner & Witcoff, Ltd.

Exhibit G - Banner's Invoice No. 1647535

Exhibit H - Banner's Invoice No. 1649160

Exhibit I - Banner's Invoice No. 1653560

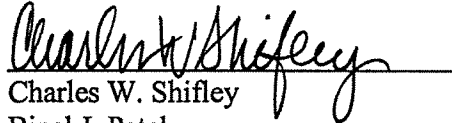
Exhibit J - Banner's Invoice No. 1654850

Exhibit K - Proofs of service of Banner invoices

Exhibit L - Proof of service of this list of exhibits.

Exhibit M - Proposed Order.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles W. Shifley", is written over a horizontal line.

Charles W. Shifley

Binal J. Patel

Banner & Witcoff, Ltd.

10 South Wacker Drive

Suite 3000

Chicago, Illinois 60606

Telephone: (312) 463-5000

Facsimile: (312) 463-5001

EXHIBIT A

Banner & Witcoff, Ltd. (“Banner”), intellectual property counsel for Delphi Corporation (“Delphi”), and a Retained Professional, submits this Summary Sheet in support of its fifth interim application seeking a fifth interim allowance and payment of compensation and reimbursement of expenses under 11 U.S.C. §§330 and 331 for the period from February 1, 2007 through May 31, 2007 (“the Application Period”).

TOTAL COMPENSATION AND EXPENSES REQUESTED AND ANY AMOUNT(S)
PREVIOUSLY REQUESTED

Requested: \$54,134.28
Previously Requested: \$211,278.66

TOTAL COMPENSATION AND EXPENSES PREVIOUSLY
AWARDED BY THE COURT

Total Previously Awarded: Same as requested

NAME AND APPLICABLE BILLING RATE FOR EACH PERSON WHO BILLED TIME
DURING THE PERIOD, AND DATE OF BAR
ADMISSION FOR EACH ATTORNEY

Charles W. Shifley	\$435.00	1976
Binal J. Patel	\$320.00	1996
Ted Field	\$215.00	2002
Bradley C. Wright	\$420.00	1994

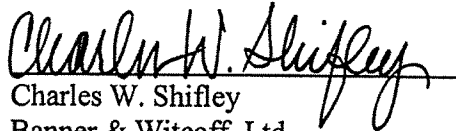
TOTAL HOURS BILLED AND TOTAL AMOUNT OF BILLING FOR EACH PERSON WHO
BILLED TIME DURING BILLING PERIOD

Charles W. Shifley	81.8	hours	\$ 35,583.00
Binal J. Patel	1.7	hours	\$ 544.00
Ted Field	5.4	hours	\$ 1161.00
Bradley C. Wright	21.3	hours	\$ 8946.00

COMPUTATION OF BLENDED HOURLY RATE FOR PERSONS WHO BILLED TIME
DURING PERIOD, EXCLUDING PARALEGAL OR OTHER
PARAPROFESSIONAL TIME

Blended hourly rate: \$347.50 per hour

Respectfully submitted,

A handwritten signature in cursive script, reading "Charles W. Shifley", written over a horizontal line.

Charles W. Shifley
Banner & Witcoff, Ltd.
10 South Wacker Drive
Suite 3000
Chicago, Illinois 60606
Telephone: (312) 463-5000
Facsimile: (312) 463-5001

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 11
	: :
DELPHI CORPORATION, et al.	: Case No. 05-44481 (RDD)
	: :
Debtors.	: (Jointly Administered)
-----X	

CERTIFICATION FOR
FIFTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD.,
INTELLECTUAL PROPERTY COUNSEL TO DELPHI CORPORATION,
SEEKING ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION AND
REIMBURSEMENT OF EXPENSES UNDER 11 U.S.C. SECTIONS 330 AND 331

I, Charles W. Shifley, as the "Certifying Professional" for Banner & Witcoff, Ltd. ("Banner"), intellectual property counsel for Delphi Corporation ("Delphi"), and a Retained Professional, certify as follows:

1. I have read the Fifth Interim Application of Banner & Witcoff, Ltd., Intellectual Property Counsel to Delphi Corporation, Seeking Allowance and Payment of Interim Compensation and Reimbursement of Expenses Under 11 U.S.C. Sections 330 and 331 ("the First Interim Banner Application").

FURTHER CERTIFICATIONS PURSUANT TO THE AMENDED GUIDELINES FOR FEES
AND DISBURSEMENTS FOR PROFESSIONALS IN SOUTHERN DISTRICT OF NEW
YORK BANKRUPTCY CASES

2. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, the fees and disbursements sought in the Fifth Interim Banner Application fall within the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases ("the Amended Guidelines")

and the UST Guidelines, except as specifically noted in this certification and described in Banner's fee application (there are no exceptions).

3. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, except to the extent that fees or disbursements are prohibited by the Amended Guidelines or the UST Guidelines, the fees and disbursements sought are billed at rates and in accordance with practices customarily employed by the applicant, Banner, and generally accepted by the applicant's clients.

4. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, in providing reimbursable service, the applicant does not make a profit on the service, whether the service is performed by the applicant in-house or through a third party.

5. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, the trustee, and in this chapter 11 case, the chair of each official committee and the debtor have all been provided not later than 20 days after the end of each month with a statement of fees and disbursements accrued during such month. The statements provided contain a list of professionals and paraprofessionals providing services, their respective billing rates, the aggregate hours spent by each professional and paraprofessional, a general description of the services rendered, a reasonably detailed breakdown of the disbursements incurred and an explanation of billing practices.

6. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, the trustee, and in this chapter 11 case, the chair of each official committee and the debtor have all been provided with a copy of the relevant fee

application at least 10 days before the date set by the court or any applicable rules for filing fee applications.

FURTHER CERTIFICATIONS PURSUANT TO THE GUIDELINES FOR FEES AND
DISBURSEMENTS FOR PROFESSIONALS IN SOUTHERN DISTRICT OF NEW YORK
BANKRUPTCY CASES

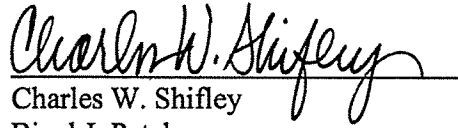
7. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, the Fifth Interim Banner Application complies with the mandatory guidelines set forth in the Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases.

8. The Certifying Professional is unable to certify that the trustee, debtor, or chair of each official committee (as to each respective committee's professionals) has reviewed the fee application and has approved it. (There are no known objections.)

9. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, in charging for a particular service, the applicant does not include in the amount for which reimbursement is sought the amortization of the cost of any investment, equipment or capital outlay.

10. To the best of my, the Certifying Professional's knowledge, information and belief formed after reasonable inquiry, in seeking reimbursement for a service which the applicant justifiably purchased or contracted for from a third party (such as temporary paralegal or secretary services, or messenger service), the applicant requests reimbursement only for the amount billed to the applicant by the third-party vendor and paid by the applicant to such vendor.

Respectfully submitted,

A handwritten signature in black ink, reading "Charles W. Shifley", is written over a horizontal line.

Charles W. Shifley

Binal J. Patel

Banner & Witcoff, Ltd.

10 South Wacker Drive

Suite 3000

Chicago, Illinois 60606

Telephone: (312) 463-5000

Facsimile: (312) 463-5001

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	: Chapter 11
DELPHI CORPORATION, <u>et al.</u>	: Case No. 05-44481 (RDD)
Debtors.	: (Jointly Administered)
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ORDER UNDER 11 U.S.C. §§ 327(e) AND 1107(b) AND FED. R. BANKR. P. 2014
AUTHORIZING EMPLOYMENT AND RETENTION OF BANNER & WITCOFF, LTD.
AS INTELLECTUAL PROPERTY COUNSEL TO DEBTORS

("BANNER RETENTION ORDER")

Upon the application, dated December 6, 2005 (the "Application"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order"), pursuant to 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014, authorizing the employment and retention of Banner & Witcoff, Ltd. ("Banner") as an intellectual property counsel to the Debtors; and upon the Affidavit of Charles W. Shifley, sworn to December 6, 2005, in support of the Application (the "Shifley Affidavit"); and this Court being satisfied with the representations made in the Application and the Shifley Affidavit that Banner does not represent or hold any interest adverse to any of the Debtors' estates or the Debtors with respect to the matters on which Banner is to be employed, and that Banner's employment is necessary and would be in the best interests of each of the Debtors' estates; and it appearing that proper and adequate notice has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED.
2. The Debtors' employment of Banner as intellectual property counsel, pursuant to the Application, is approved under sections 327(e) and 1107(b) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), with approval of such employment being effective as of the Petition Date, October 8, 2005.
3. Banner shall be compensated in accordance with the standards and procedures set forth in sections 330 and 331 of the Bankruptcy Code and all applicable Bankruptcy Rules, Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), guidelines established by the Office of the United States Trustee, and further orders of this Court. Without limiting the foregoing, Banner shall make reasonable efforts to ensure that the Debtors' estates are not charged for any duplication of work with the other professionals retained in these cases.
4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Final Order.
5. The requirement under Local Rule 9013-1(b) for the service and filing of a separate memorandum of law is deemed satisfied by the Application.

Dated: New York, New York
January 3, 2006

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT D

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	: Chapter 11
DELPHI CORPORATION, <u>et al.</u> ,	: Case No. 05-44481 (RDD)
Debtors.	: (Jointly Administered)
----- x	

AFFIDAVIT OF CHARLES W. SHIPLEY IN SUPPORT OF APPLICATION FOR ORDER
UNDER 11 U.S.C. §§ 327(e) AND 1107(b) AND FED. R. BANKR. P. 2014
AUTHORIZING EMPLOYMENT AND RETENTION OF BANNER & WITCOFF, LTD.
AS AN INTELLECTUAL PROPERTY COUNSEL TO DEBTORS

STATE OF ILLINOIS

COUNTY OF COOK

CHARLES W. SHIPLEY, being duly sworn, deposes and states as follows:

1. I am a shareholder and Vice President of the law firm of Banner & Witcoff, Ltd. ("Banner"), proposed intellectual property counsel for Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"). I am licensed to practice law principally in the State of Illinois. I am also licensed by the United States Patent and Trademark Office. I have nearly thirty years of successful experience in intellectual property matters, including patent litigation and counseling matters.

2. I submit this affidavit (the "Affidavit")¹ in support of the Application For Order Under 11 U.S.C. §§ 327(e) And 1107(b) And Fed R. Bankr. P. 2014 Authorizing

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Application.

Employment And Retention Of Banner & Witcoff, Ltd. As Intellectual Property Counsel To Debtors (the "Application") nunc pro tunc to October 8, 2005, filed concurrently herewith.

3. The name, business address, and telephone number of Banner & Witcoff, Ltd. are as follows:

Banner & Witcoff, Ltd.
10 South Wacker Drive
Chicago, Illinois 60606
312.463.5000

4. Banner is well qualified to assist the Debtors in the manner described in the Application. Banner is a nationally well-known and respected intellectual property law firm almost all of whose lawyers are experienced, registered patent lawyers with technical degrees. Banner has successfully represented Delphi and its predecessor, General Motors Corporation, in many patent infringement cases. Banner has also represented Delphi and its predecessor, General Motors Corporation, in other patent infringement counseling. Banner enjoys extensive experience in intellectual property law and cases in the Debtors' industry, including currently pending patent infringement cases against Debtors. Consequently, Banner can economically, successfully, and uniquely represent the Debtors in cases currently pending and similar intellectual property matters. Accordingly, the Debtors believe that Banner is well qualified to serve as an intellectual property counsel in these chapter 11 cases in an efficient and effective manner.

5. Also, Banner has advised the Debtors regarding other intellectual property matters. Based on the services that Banner has rendered to the Debtors, Banner is thoroughly familiar with certain intellectual property matters relating to the Debtors.

6. Generally, in connection with the Debtors' cases, Banner intends to provide to the Debtors with the following types of professional services:

- (a) representation, both currently and if any appeal were to follow, in Automotive Technologies International, Inc. v. BMW North America, Inc., et al., Appeal No. 06-1013 (Federal Circuit September 29, 2005) and its underlying case, Civil Action No. 01-71700 (April 30, 2001);
- (b) representation in Automotive Technologies International, Inc. v. Delphi Automotive Systems Corporation, et al., Civil Action No. 04-72035 (E.D.Mich. April 30, 2005), a patent infringement case that was stayed during the above-identified appeal;
- (c) preparation of legal opinions involving Debtors' claims relating to the Debtors' products and patents, as well as claims made by competitors;
- (d) representation of the Debtors for a broad scope of intellectual property law services.

7. In light of certain existing client representations on unrelated¹ matters, the engagement of Skadden, Arps, Slate, Meagher, & Flom LLP ("Skadden, Arps") as the Debtors' bankruptcy counsel, the engagement of Shearman & Sterling LLP ("Shearman") as the Debtors' special counsel, the engagement of Togut, Segal & Segal LLP ("Togut") as the Debtors' conflicts counsel, and the engagement of other counsel for the Debtors, Banner will not be responsible for or undertake any representation with respect to (a) advising the Debtors concerning specific contracts and claims of certain of Banner's existing clients and (b) reviewing, interpreting, or commenting on the specific contracts and claims of certain of Banner's existing clients. These existing client relationships, and the scope of the carve-out from Banner's retention, are discussed more fully below.

8. It is Banner's understanding that the Debtors may request that Banner undertake specific matters beyond the limited scope of the responsibilities set forth above. Should Banner agree in its discretion to undertake any such matter, it is Banner's understanding that the Debtors will seek further order of this Court.

9. Banner is making efforts, together with the Debtors' other counsel to ensure that there is no duplication of effort or work between such firms and Banner. It is Banner's intention that the estates should receive the best value possible from the efficient coordination of work among its counsel. Banner believes that its lawyers and the rest of the lawyers retained in these cases have to date delineated clearly, and will continue to delineate clearly, the division of work between them, so as to avoid any duplication of effort and to maximize the efficiencies of the proposed arrangement.

10. Banner has in the past been employed and retained pursuant to certain engagement letters between the Debtors and Banner, dated October 7, 2004 and November 19, 2004 (together, the "Engagement Letters"), and pursuant to additional terms. The additional terms are that Banner agreed that its discounted hourly rates would remain in effect through the remainder of the cases that are subject to the Engagement Letters, the rates being subject to renegotiation three years after the Engagement Letters if the cases remained pending then. Banner also agreed to represent the Debtors in preparing legal opinions and other matters at standard hourly rates or for pre-agreed total charges.

11. Banner agrees to accept as compensation for the services rendered in connection with its representation of the Debtors compensation on the terms set forth in the Engagement Letters and the additional terms identified above.

12. Banner acknowledges that all amounts paid to Banner during these chapter 11 cases are subject to final allowance by this Court. In the event that any fees or expenses paid to Banner during these cases are disallowed by this Court, the fees and expenses will be disgorged by Banner and returned to the Debtors or as otherwise ordered by this Court.

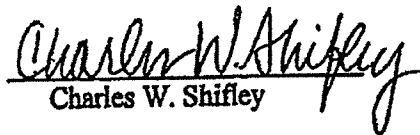
13. Banner categorizes its billings by subject matter, in compliance with the applicable guidelines of the Office of the United States Trustee (the "U.S. Trustee Guidelines"). Banner acknowledges its compensation in the Debtors' cases is subject to approval of this Court in accordance with section 330 of the Bankruptcy Code, Bankruptcy Rule 2016, and the U.S. Trustee Guidelines.

14. Banner has conducted a check for conflicts of interest and other conflicts and connections with respect to the Debtors' bankruptcy cases. Banner maintains a database containing the names of current, former, and potential clients and other principal parties related to such clients. I caused Banner to review and analyze the conflict database to determine whether Banner has any connection with the principal parties-in-interest in these chapter 11 cases, using information provided to Banner by the Debtors and Skadden, Arps and information contained in the database, including (a) the names of the Debtors' prepetition lenders, (b) the names of significant creditors of the Debtors, and (c) the names of firms that the Debtors intend to or may employ during their chapter 11 cases.

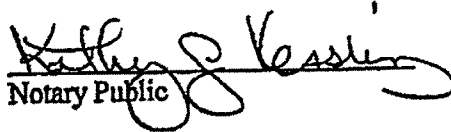
15. Based upon this research, I have determined that Banner has in the past represented, currently represents, and will likely in the future represent certain of the Debtors' creditors and other parties-in-interest in matters unrelated to the Debtors or these chapter 11 cases. Banner has represented, currently represents, and will likely in the future represent, such creditors and other parties-in-interest, and their related entities, in such matters, including:

General Motors Corporation ("GM"), where Banner has been directed to do so by Delphi as a matter of assisting Delphi in meeting contractual indemnity obligations to GM, with the consent of both companies; Dura Automotive Systems, Inc.; Illinois Tool Works, Inc.; Cargill, Inc.; Allstate Insurance; AT&T, Nokia Corporation; John Hopkins University; Harley Davidson Motor Company; Circuit City Stores, Inc.; Microsoft Corporation; and Technitrol, Inc. I do not believe that the foregoing raises any actual or potential conflicts of interest of Banner relating to the representation of the Debtors in these chapter 11 cases, but such relationships are disclosed out of an abundance of caution.

16. It is my intention that if Banner becomes aware of any other connections of which it presently is unaware, Banner will bring them to the attention of this Court and the U.S. Trustee.


Charles W. Shifley

Sworn to before me
this 6 day of ~~November~~ DECEMBER, 2005


Notary Public

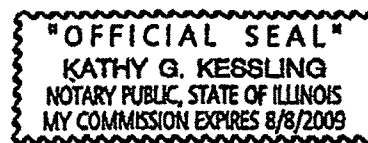


EXHIBIT E

DELPHI

Telephone: (248) 813-3389
Facsimile: (248) 813-1122

Via E-Mail

October 7, 2004

Mr. Charles Shifley
BANNER & WITCOFF, LTD.
10 South Wacker Drive, Suite 3000
Chicago, IL 60606

Re: ATI Patent Litigation

Dear Charles:

This confirms that Delphi Corporation has retained Banner & Witcoff to represent Delphi in the following patent infringement cases:

- 1) *Automotive Technologies International v. BMW of North America, et al.*
Case No. 01-CV-71700 (E.D. of MI), Delphi Matter No. 2001-000762 (ATI I); and
- 2) *Automotive Technologies International v. Delphi, et al.*
Case No. 04-60083 (E.D. of MI), Delphi Matter No. 2004-000564 (ATI II)

Except as provided herein, this engagement letter supercedes the previous engagement letter dated August 28, 2002, between Delphi and Banner & Witcoff for the ATI I matter.

I will be responsible for managing these matters and will be your direct contact at Delphi. Please include the Delphi file numbers shown above in all correspondence and invoices with this office. To the extent possible, we request that you bill activities on these matters separately. In situations where the time spent on activities for these matters cannot be conveniently distinguished, please bill commingled time to the ATI I matter. In the event that one or more of these actions become consolidated, we will inform you as to the Delphi matter number under which you should subsequently bill your time.

We have approved a four-person Banner & Witcoff attorney team to work on these matters. Banner & Witcoff has agreed to discount its regular hourly professional rates on these matters as listed below:

Delphi World Headquarters & Customer Center
5825 Delphi Drive, M/C 480-470-254, Troy, MI 48068-2815
william.Cesnowski@delphi.com

Charles Shifley, Esq.
October 7, 2004
Page 2 of 3

<u>PROFESSIONAL</u>	<u>REGULAR HOURLY RATE</u>	<u>DISCOUNTED RATE</u>
Charles Shifley	\$455	\$435
Binal Patel	\$335	\$320
Matt Becker	\$310	\$295
Ted Field	\$220	\$215

Additionally, you agree that the discounted hourly rates will remain in effect through the remainder of these cases. Others from your firm may be necessary to assist us on this litigation, but you have agreed to obtain our written permission before engaging them. No fees will be paid for work performed by others before you have obtained our written permission.

Banner & Witcoff agrees to pay one hundred percent (100%) of the transportation expenses for travel to Detroit incurred by Banner & Witcoff team members on these matters. Additionally, Banner & Witcoff agrees to continue the practice of not billing Delphi for travel time on these matters.

You agree to continue to accrue a 5% credit on all professional billings for the ATI I matter as originally agreed in the engagement letter dated August 28, 2002.

You also agree to accrue a credit to Delphi in the amount of five percent (5%) of your professional billings on the ATI I matter to be used as payment by Delphi for services on any future matter, when and if we retain your firm. This credit shall accrue from the first dollar of ATI II fee billings but shall not vest until fee billings for the ATI II matter exceed \$1,000,000. Separate billing of these matters is essential for correct calculations of our credit. It is our intention to process your monthly billing statements promptly, but at times it may take forty-five days or more to process your bill once it has been received.

We expect that the Delphi team assigned to this case will be fully engaged. The Delphi team will manage the document collection, coding and preparation of document chronologies. We also plan to fully participate in discovery, motions, and strategies necessary to successfully defend and prosecute these actions. We wish to do everything we are able to do on these litigations in-house. To help us achieve this, we ask that before your team undertakes an activity, you first review it with us to see if we have the resources available. Please call Joe Papelian or me at any time if you believe we are not able to supply the support needed to successfully litigate these matters.

We expect that your hourly billable rates include all overhead and internal charges associated with your practice. A copy of our recently revised billing instructions and limitations is attached and incorporated into this engagement agreement by this reference. Any questions about billing procedures should be addressed to Michele Piscitelli, who can be reached at 248-813-2511.

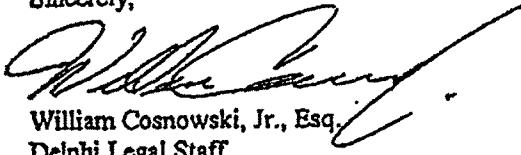
Charles Shifley, Esq.
October 7, 2004
Page 3 of 3

As you know, we view the relationship between our companies as a "partnership" in which we both work together and communicate well with each other, to serve the best interests of Delphi. Your dedicated work and willingness to provide creative fee arrangements that recognize the financial pressures of the automotive supplier industry has placed Banner & Witcoff on a select counsel list for Delphi's litigation matters.

We request that you endorse this engagement agreement below and return an executed copy for our records.

Please call if you have any questions.

Sincerely,



William Cosnowski, Jr., Esq.
Delphi Legal Staff

WC/cmp
Enclosure

Accepted this ____ day of _____, 2004.

By: _____
Charles Shifley, Esq.
BANNER & WITCOFF, LTD.

EXHIBIT F



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

TEN SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606-7407

TEL: 312.463.5000
FAX: 312.463.5001
www.bannerwitcoff.com

Charles W. Shifley
Direct Dial: (312) 463-5441
cshifley@bannerwitcoff.com

November 19, 2004

William Cosnowski, Jr., Esq.
Delphi World Headquarters - Legal Staff
Delphi Automotive Systems
5825 Delphi Drive
Troy, MI 48098-2815

Dear Will:

We have a few more changes for our engagement together in the ATI cases. Our principal issue is the term of engagement concerning fixing rates for the life of the engagement. We are cautious about the open-endedness of such a term. As an example, I have a case now that has lasted eleven years in district court, and has started into its second appeal. It has potential for several more years of proceedings.

Our primary intent is to maintain and strengthen our relationship. The discounts that are present in the lawyer hourly rates stated in your letter of October 7th are approximately 4% of standard rates. We expect to increase rates in February such that the discount for 2005 will conceivably increase to 8%. In addition, we are agreeing to the 5% credit and transportation terms.

Generally, we are against our rates being fixed. By the terms of your letter, Delphi is gaining significant advantage in receiving the 5% credit, especially with Delphi and the firm agreeing to the 5% being applied from \$1. Consistent with our primary intent but also our opposition to rate fixing, especially rate fixing for an indefinite and potentially long time, we can accept the hourly rates as stated in your letter, if fixed until the end of 2005, with rates thereafter being our standard rates. We also propose that the ATI II credit apply to the future litigation from when time billing for the future litigation starts.

We also suggest clarifying that the 5% credit currently accruing and continuing to accrue on ATI I will be for future patent application, patent opinion and other patent-related transactional representation. We also propose that the ATI II credit apply to the fees that accrue on a future litigation, applicable when that future litigation begins.

We also ask that Delphi provide us some flexibility in the attorneys who may represent Delphi in the two cases, by engaging with us in introducing Delphi to more attorneys than on the current list of approved attorneys, especially to possibly include some of our attorneys in our Washington, D.C. office.

CHICAGO
WASHINGTON, D.C.
BOSTON
PORTLAND, OR.

William Cosnowski, Jr., Esq.
Delphi World Headquarters - Legal Staff
November 19, 2004
Page 2

If you can accept these few modifications of the terms proposed in your letter of October 7, 2004, we have an agreement for engagement. I have held our billing for time back to September 1, 2004. I will now bill it at the agreed rates.

Very truly yours,


Charles W. Shifley

CWS/sls

1

EXHIBIT G



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

Suite 3000
10 South Wacker Drive
Chicago, IL 60606

Tel: 312.463.5000
Fax: 312.463.5001
www.bannerwitcoff.com

FEIN # 36-4008943

Delphi Technologies, Inc.
Mr. Cosnowski
Legal Staff - Intell. Property
P.O. Box 5052
MC: 480-414-420
Troy, MI 48007-5052

Invoice Number 1647535
Invoice Date 03/20/07
Client Number 004588
Matter Number 00013

RE: 00013 Automotive Technologies v. BMW of North America, et al.
Case No. 01-71700
Delphi File No. 2001-000762 (ATI I)

FOR PROFESSIONAL SERVICES RENDERED THROUGH 02/28/07:

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>
02/01/07	CWS	DELP36 Extended and detailed study of the Yellow Brief for our alleged deficiencies and the responses to them, for oral argument	6.80
02/02/07	CWS	DELP36 Continued study of alleged deficiencies including e-mails exchanges with our team on the best responses to some alleged deficiencies, including an admission in the yellow brief of disavowal of existing technologies as capable of sensing side impact crashes	2.20
02/06/07	CWS	DELP36 E-mails with Mr. Baniak for ATI negotiating our Joint Statement of Compliance with Rule 33a	0.60

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00013
03/20/07

Invoice Number 1647535
Page 2

<u>Date</u>	<u>Tkpr</u>			<u>Hours</u>
02/08/07	CWS	DELP16	Review of a joint statement on ADR to the court drafted by Mr. Baniak for ATI, editing, and e-mail of approval of signing for us, as edited	0.80
02/08/07	CWS	DELP16	E-mail report of the joint statement to Mr. Cosnowski	0.10
02/08/07	CWS	DELP36	Drafting the Fourth Interim Fee Application working from past drafts for greatest efficiency	1.70
02/08/07	CWS	DELP36	Noting the non-receipt of the final brief due in the appeal, on its due date, and e-mail request of cross-appellant's counsel for the brief	0.30
02/08/07	CWS	DELP36	Noting a current case report reflecting a three attorney oral argument toward handling our potential four attorney argument	0.20
02/13/07	CWS	DELP36	Directing the updating of our service list and service information by email	0.20
02/13/07	CWS	DELP36	Brief review of email from Mr. Matz	0.20
02/15/07	CWS	DELP36	Reviewing a request concerning release of confidentiality form ATI's counsel	0.40
02/16/07	CWS	DELP36	E-mails with Mr. Feldhaus for Calsonic about confidentiality of the appendix and his last brief	0.40
02/20/07	CWS	DELP36	Reading the final appeal brief, from Calsonic, the cross-appellant, and the joint statement concerning settlement as filed	0.80
02/21/07	CWS	DELP36	E-mails to send the last brief to Mr. Cosnowski of Delphi and Ms. Lewis-Bell of GM, with a few comments and prediction for the oral argument schedule	0.30
02/21/07	CWS	DELP36	Receipt and brief review of the filed joint appendix	0.60
TOTAL HOURS				<hr/> 15.60

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00013
03/20/07

Invoice Number 1647535
Page 3

TIMEKEEPER TIME SUMMARY:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Value</u>
Charles W. Shifley	15.60	at \$435.00 =	6,786.00

CURRENT FEES 6,786.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

To cost of legal services of bankruptcy advisory and representing law firm Panteris & Panteris, LLP of New York for needed bankruptcy advice and potential legal representation in relation to our fee applications in New York	3,332.00
Photocopies at \$.10 per page	18.40
Telephone charges	2.38
Facsimile charges	74.00
Courier charges	<u>61.43</u>

CURRENT EXPENSES 3,488.21

TOTAL THIS MATTER 10,274.21

TOTAL AMOUNT THIS INVOICE US \$10,274.21

For wiring payment, please use the following bank information. SunTrust Bank, 1445 New York Avenue,
N.W., Washington, DC 20005, (800) 947-3786; ABA Number: 061000104; Account Number: 514342.
Please indicate client, matter and invoice numbers with wire remittance.

EXHIBIT H



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

Suite 3000
10 South Wacker Drive
Chicago, IL 60606

Tel: 312.463.5000
Fax: 312.463.5001
www.bannerwitcoff.com

FEIN # 36-4008943

Delphi Technologies, Inc.
Mr. Cosnowski
Legal Staff - Intell. Property
P.O. Box 5052
MC: 480-414-420
Troy, MI 48007-5052

Invoice Number 1649160
Invoice Date 04/05/07
Client Number 004588
Matter Number 00013

RE: 00013 Automotive Technologies v. BMW of North America, et al.
Case No. 01-71700
Delphi File No. 2001-000762 (ATI I)

FOR PROFESSIONAL SERVICES RENDERED THROUGH 03/31/07:

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>
03/20/07	CWS	DELP36 Continued preparation of our fourth fee application	3.80
03/21/07	CWS	DELP36 Completion of our fourth fee application through required e-mail notice	0.60
03/22/07	CWS	DELP36 Invoice submission through SIMS	0.30
03/22/07	CWS	DELP36 Locating and analyzing the best case yet in support of our position on appeal, including locating and analyzing the tape of oral argument of the case	1.20
03/22/07	CWS	DELP36 Beginning preparation of a Citation of Supplemental Authority, in compliance with the governing court rule	2.60

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00013
04/05/07

Invoice Number 1649160
Page 2

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>
03/23/07	CWS	DELP36 Continued preparation of a draft Citation of Supplemental Authority, and redrafting after sending a draft to Mr. Cosnowski, getting his comments and doing further analysis of the authority being cited	2.20
03/23/07	CWS	DELP36 Examining the question of possible panel rehearing of our planned supplemental authority	0.70
03/27/07	CWS	DELP36 Notice to co-counsel of our potential citation of supplemental authority and our continued request for an agreement on oral argument	0.80
03/28/07	CWS	DELP36 Review of the court's notice of oral argument and associated paperwork, conferral with co-counsel Mr. Gallo on the subject toward streamlined representation, and e-mail to Mr. Cosnowski on the same subject	1.40
03/28/07	CWS	DELP36 First review of the oral argument of the case of our potential supplemental citation	0.60
03/29/07	CWS	DELP36 E-mail to Mr. Cosnowski and conferral with Mr. Cosnowski concerning oral argument preparation	0.40
03/30/07	CWS	DELP36 Extended efforts of improvement of our citation of supplemental authority, including studying the mp3 of oral argument of the case to cite and editing our draft citation in response	1.90
TOTAL HOURS			<u>16.50</u>

TIMEKEEPER TIME SUMMARY:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Value</u>
Charles W. Shifley	16.50	at \$435.00 =	7,177.50

CURRENT FEES

7,177.50

FOR COSTS ADVANCED AND EXPENSES INCURRED:

004588
00013
04/05/07

Invoice Number 1649160
Page 3

Photocopies at \$.10 per page
Telephone charges
Courier charges

66.90
14.28
418.87

CURRENT EXPENSES

500.05

TOTAL THIS MATTER

7,677.55

TOTAL AMOUNT THIS INVOICE

US \$7,677.55

For wiring payment, please use the following bank information. SunTrust Bank, 1445 New York Avenue,
N.W., Washington, DC 20005, (800) 947-3786; ABA Number: 061000104; Account Number: 514342.
Please indicate client, matter and invoice numbers with wire remittance.

EXHIBIT I



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

Suite 3000
10 South Wacker Drive
Chicago, IL 60606

Tel: 312.463.5000
Fax: 312.463.5001
www.bannerwitcoff.com

FEIN # 36-4008943

Delphi Technologies, Inc.
Mr. Cosnowski
Legal Staff - Intell. Property
P.O. Box 5052
MC: 480-414-420
Troy, MI 48007-5052

Invoice Number 1653560
Invoice Date 05/17/07
Client Number 004588
Matter Number 00013

RE: 00013 Automotive Technologies v. BMW of North America, et al.
Case No. 01-71700
Delphi File No. 2001-000762 (ATI I)

FOR PROFESSIONAL SERVICES RENDERED THROUGH 04/30/07:

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>
04/05/07	CWS	DELP36 Attempts at a scheduled and started but aborted call with all defense counsel, including numerous emails and calls, finding Mr. Gallo unavailable and nonresponsive	0.60
04/09/07	BJP	DELP36 Participate in teleconference with co-defendants regarding preparation for oral argument; confer regarding division of timing and who will be arguing on the invalidity issues	0.60
04/09/07	CWS	DELP36 Continued editing of the Citation of Supplemental Authority	0.40

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05/17/07

Invoice Number 1653560
Page 2

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>
04/10/07	CWS	DELP36 E-mails to Delphi team lawyers and staff giving directions in preparation for oral argument, as needed to gather materials and schedule mock argument efforts	0.60
04/10/07	CWS	DELP36 Gaining a brief report from Mr. Patel of his negotiation with defense co-counsel over oral argument representation	0.30
04/10/07	CWS	DELP36 Final editing of the Citation of Supplemental Authority	1.90
04/10/07	BJP	DELP36 Negotiation with co-counsel over oral argument	0.60
04/11/07	CWS	DELP36 Senior input into a draft report of appeal status to Ms. Lewis-Bell of GM	0.30
04/11/07	CWS	DELP36 Brief review of Mr. Baniak's oral argument appearance form for ATI	0.30
04/11/07	CWS	DELP36 Preparation of an analysis of the Flarsheim oral argument for Mr. Cosnowski	0.40
04/11/07	BJP	DELP36 Report to Ms. Lewis-Bell	0.50
04/12/07	CWS	DELP36 Conferral with Mr. Cosnowski about consolidating oral argument among defendants	0.40
04/12/07	CWS	DELP36 Completion of the Citation of Supplemental Authority, followed by staff handling of its filing and service	0.40
04/13/07	CWS	DELP36 Handling the court-required oral argument appearance form, by determining its due date, and e-mails with Mr. Cosnowski in light of the consideration of consolidating argument	0.60
04/13/07	CWS	DELP36 Follow-up with staff to get a collection of cited cases for the oral argument	0.30
04/13/07	CWS	DELP36 Answering staff questiions toward travel plans for oral argument	0.30

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05/17/07

Invoice Number 1653560
Page 3

<u>Date</u>	<u>Tkpr</u>			<u>Hours</u>
04/13/07	CWS	DELP36	Reading the Joint Defendants' appearance form for oral argument	0.30
04/16/07	CWS	DELP36	Numerous E-mails and calls co-ordinating a call with Mr. Gallo, counsel in the appeal for co-defendants	1.80
04/17/07	CWS	DELP36	Final preparation of notes on issues for oral argument, for Mr. Gallo	1.60
04/17/07	CWS	DELP36	E-mail to Mr. Cosnowski of notes for argument, for review	0.30
04/17/07	CWS	DELP36	Telephone conference with Mr. Cosnowski and Mr. Gallo	0.40
04/17/07	CWS	DELP36	E-mails to and from Mr. Feldhaus and Mr. Cosnowski concerning concession of oral argument time	0.30
04/17/07	CWS	DELP36	E-mails of notes to Mr. Gallo	0.30
04/18/07	CWS	DELP36	Preparation of further materials for sending to Mr. Gallo for oral argument	4.20
04/24/07	CWS	DELP36	Directing staff to organize case decisions into a collection of cited cases for use in preparation for oral argument	0.40
04/26/07	CWS	DELP36	After paralegal preparation of case materials for oral argument, completing the materials	0.80
04/27/07	BCW	DELP36	As a former Court of Appeals clerk, analysis of patent and briefs filed in Federal Circuit; Consider strength of arguments and potential questions to be raised at oral argument	4.10
04/27/07	TLF	DELP36	Begin to study appeal briefs to formulate possible questions that may come up in oral argument to assist in preparing Mr. Shifley to prepare Mr. Gallo for the oral argument	1.00

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00013
05/17/07

Invoice Number 1653560
Page 4

<u>Date</u>	<u>Tkpr</u>			<u>Hours</u>
04/30/07	CWS	DELP36	Advising Ms. Lewis-Bell of GM of the oral argument plans as to Mr. Gallo by a telephone call with her	0.30
04/30/07	TLF	DELP36	Continue studying appeal briefs to formulate possible questions that may come up in oral argument to assist in preparing Mr. Shifley to prepare Mr. Gallo for the oral argument	1.10
TOTAL HOURS				<u>25.40</u>

TIMEKEEPER TIME SUMMARY:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Value</u>
Ted Field	2.10	at \$215.00 =	451.50
Binal J. Patel	1.70	at \$320.00 =	544.00
Charles W. Shifley	17.50	at \$435.00 =	7,612.50
Bradley C. Wright	4.10	at \$420.00 =	1,722.00

CURRENT FEES 10,330.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Computer Assisted Research - Westlaw	1,382.20
Photocopies at \$.10 per page	116.20
Telephone charges	3.57
Courier charges	<u>310.49</u>

CURRENT EXPENSES 1,812.46

TOTAL THIS MATTER 12,142.46

TOTAL AMOUNT THIS INVOICE US \$12,142.46

For wiring payment, please use the following bank information. SunTrust Bank, 1445 New York Avenue, N.W., Washington, DC 20005, (800) 947-3786; ABA Number: 061000104; Account Number: 514342.
Please indicate client, matter and invoice numbers with wire remittance.

EXHIBIT J



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

Suite 3000
10 South Wacker Drive
Chicago, IL 60606

Tel: 312.463.5000
Fax: 312.463.5001
www.bannerwitcoff.com

FEIN # 36-4008943

Delphi Technologies, Inc.
Mr. Cosnowski
Legal Staff - Intell. Property
P.O. Box 5052
MC: 480-414-420
Troy, MI 48007-5052

Invoice Number 1654850
Invoice Date 06/06/07
Client Number 004588
Matter Number 00013

RE: 00013 Automotive Technologies v. BMW of North America, et al.
Case No. 01-71700
Delphi File No. 2001-000762 (ATI I)

FOR PROFESSIONAL SERVICES RENDERED THROUGH 05/31/07:

<u>Date</u>	<u>Tkpr</u>			<u>Hours</u>
05/01/07	BCW	DELP36	Continue analysis of briefs and exhibits, and prepare notes and questions for oral argument preparation session	8.20
05/01/07	CWS	DELP36	Final preparation of information and materials for meeting with Mr. Gallo to prepare him for oral argument	2.70
05/01/07	CWS	DELP36	Examining the possibility of appeal brief filing error in light of appeal brief copies in error, determining filing was correct	0.40
05/01/07	CWS	DELP36	Email check with Mr. Cosnowski to co-ordinate preparedness and arrival for the meeting with Mr. Gallo	0.30

004588
00013
06/06/07

Invoice Number 1654850
Page 2

<u>Date</u>	<u>Tkpr</u>			<u>Hours</u>
05/01/07	TLF	DELP36	Continue to review appeal briefs and draft memorandum listing possible oral argument questions to assist in the preparation for oral argument	3.30
05/02/07	CWS	DELP36	Preparation of Mr. Gallo for oral argument at a meeting at his offices in Washington, D.C.	4.20
05/02/07	CWS	DELP36	Preparation for working with Mr. Gallo at a meeting with Mr. Cosnowski of Delphi and Mr. Wright of our firm at our Washington DC offices	2.10
05/02/07	CWS	DELP36	Preparation for working with Mr. Gallo by self study before and while traveling	1.20
05/02/07	BCW	DELP36	Continue preparation for a meeting with Mr. Gallo including analysis of briefs, patent at issue, and joint appendix	1.10
05/02/07	CWS	DELP36	Preparation of a memorandum of oral argument notes on Hensler for use by Mr. Gallo	1.40
05/02/07	BCW	DELP36	Prepare mock oral argument questions and answers for Mr. Gallo	1.10
05/02/07	BCW	DELP36	Meeting with Mr. Cosnowski and Mr. Shifley before meeting with Mr. Gallo	2.10
05/02/07	BCW	DELP36	Meeting with Mr. Gallo	4.20
05/03/07	CWS	DELP36	Emails to Mr. Gallo on Hensler and the case CFMT	0.30
05/03/07	CWS	DELP36	Editing our Hensler memo with Mr. Cosnowski, by email	0.30
05/03/07	CWS	DELP36	Emails with Mr. Cosnowski on putting Mr. Gallo through another preparation session	0.30
05/04/07	CWS	DELP36	Preparation and e-mail of more possible oral argument questions and answers for Mr. Gallo	0.80

004588
00013
06/06/07

Invoice Number 1654850
Page 3

<u>Date</u>	<u>Tkpr</u>			<u>Hours</u>
05/04/07	CWS	DELP36	Preparation of an updated response to oral argument order, in response to staff call to the court learning this is needed, and followed by staff fax filing and service	0.90
05/04/07	CWS	DELP36	Extended reading of the patent in suit, briefs on appeal, and record such as affidavits of experts and the like, for oral argument, to prepare Mr. Gallo	6.60
05/05/07	CWS	DELP36	Continued reading, for oral argument, to prepare Mr. Gallo	3.60
05/06/07	CWS	DELP36	Final work for preparing Mr. Gallo	0.60
05/06/07	CWS	DELP36	Conference preparing Mr. Gallo by having him mock argue and putting questions to him	1.60
05/07/07	CWS	DELP36	Representation of Delphi during oral argument	0.50
05/07/07	CWS	DELP36	After oral argument, debriefing with Mr. Gallo, Mr. Cosnowski and other counsel	1.00
05/07/07	CWS	DELP36	Before oral argument, assisting in final preparations such as answering Mr. Gallo's questions and getting the appendix into the courtroom	1.20
05/07/07	BCW	DELP36	Consultation with Mr. Shifley re Federal Circuit argument and points raised by same	0.50
05/08/07	CWS	DELP36	Forwarding the mp3 of the oral argument to Ms. Lewis Bell of GM with an email of analysis, and then forwarding a link when the GM system refused the copy	0.80
05/08/07	CWS	DELP36	Response to a request from a paralegal for co-counsel Mr. Feldhaus as to ATI's response to our citation of supplemental authority	0.40
05/08/07	CWS	DELP36	Email response to a request from Mr. Gallo	0.20

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00013
06/06/07

Invoice Number 1654850
Page 4

<u>Date</u>	<u>Tkpr</u>		<u>Hours</u>
05/08/07	CWS	DELP36 Reviewing the mp3 of oral argument for better understanding of court questions and comments, before communicating further, as to Ms. Lewis Bell of GM	0.80
TOTAL HOURS			<u>52.70</u>

TIMEKEEPER TIME SUMMARY:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Value</u>
Ted Field	3.30	at \$215.00 =	709.50
Charles W. Shifley	32.20	at \$435.00 =	14,007.00
Bradley C. Wright	17.20	at \$420.00 =	7,224.00

CURRENT FEES 21,940.50

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Travel expenses of Mr. Shifley, on May 2, 2007 for preparation meeting regarding Oral Argument Hearing on May 7, 2007.	316.96
Travel expenses of Charles Shifley incurred during Oral Argument Hearing held on May 7, 2007 in Washington, DC.	1,213.40
To cost of additional copies of appellate briefs for preparing for oral arguments	523.61
Photocopies at \$.10 per page	14.40
Telephone charges	1.19
Facsimile charges	<u>30.00</u>

CURRENT EXPENSES 2,099.56

TOTAL THIS MATTER 24,040.06

TOTAL AMOUNT THIS INVOICE US \$24,040.06

For wiring payment, please use the following bank information. SunTrust Bank, 1445 New York Avenue, N.W., Washington, DC 20005, (800) 947-3786; ABA Number: 061000104; Account Number: 514342. Please indicate client, matter and invoice numbers with wire remittance.

EXHIBIT K



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

TEN SOUTH WACKER DRIVE
SUITE 3000
CHICAGO, ILLINOIS 60606-7407

TEL: 312.463.5000
FAX: 312.463.5001
www.bannerwitcoff.com

CHARLES W. SHIFLEY
DIRECT DIAL: (312) 463-5441
CSHIFLEY@BANNERWITCOFF.COM

March 23, 2007

VIA COURIER

William Cosnowski
Michele Piscitelli
Legal Staff – Intellectual Property
Delphi Technologies, Inc.
World and North American Headquarters
5725 Delphi Drive
Troy, Michigan 48098-2815

Robert J. Rosenberg, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4802
(Counsel to Unsecured Creditors Committee)

Marissa Wesley, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(Counsel for Prepetition Credit Facility Agent)

Marlane Melican, Esq.
Davis Polk & Wardell
450 Lexington Avenue
New York, NY 10017
(Counsel to Postpetition Credit Facility Agent)

Re: Delphi Corporation et al. - Chapter 11 Proceedings
Monthly Statement of Fees and Disbursements

Dear Will, Michele, Robert, Marissa and Marlane:

Enclosed please find Banner & Witcoff monthly statement for legal services rendered for reimbursement of expenses incurred in connection with such representation

CHICAGO, IL
WASHINGTON, DC
BOSTON, MA
PORTLAND, OR

William Cosnowski
Michele Piscitelli
Robert J. Rosenberg
Marissa Wesley
Marlane Melican
March 23, 2007
Page 2

from February 1, 2007 through February 28, 2007 (the "Fee Period"). This invoice has also been submitted in the SIMS system of LC, with attached data sheet and receipts.

The total invoice for the Fee Period is \$10,274.21, which is composed of (i) \$6,786.00 for fees and (ii) \$3,488.21 for expenses.

Please feel free to contact me with any questions.

Very truly yours,



Charles W. Shifley

CWS/tkw
Enclosures

cc: John Wm. Butler, Jr., Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
(Counsel to Debtors)

Janine M. Jjingo, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
(Counsel to Debtors)



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INTELLECTUAL PROPERTY LAW

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TEL: 312.463.5000
FAX: 312.463.5001
www.bannerwitcoff.com

CHARLES W. SHIFLEY
DIRECT DIAL: (312) 463-5441
CSHIFLEY@BANNERWITCOFF.COM

April 9, 2007

VIA COURIER

William Cosnowski
Michele Piscitelli
Legal Staff – Intellectual Property
Delphi Technologies, Inc.
World and North American Headquarters
5725 Delphi Drive
Troy, Michigan 48098-2815

Robert J. Rosenberg, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4802
(Counsel to Unsecured Creditors Committee)

Marissa Wesley, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(Counsel for Prepetition Credit Facility Agent)

Marlane Melican, Esq.
Davis Polk & Wardell
450 Lexington Avenue
New York, NY 10017
(Counsel to Postpetition Credit Facility Agent)

Re: Delphi Corporation et al. - Chapter 11 Proceedings
Monthly Statement of Fees and Disbursements

Dear Will, Michele, Robert, Marissa and Marlane:

Enclosed please find Banner & Witcoff monthly statement for legal services rendered for reimbursement of expenses incurred in connection with such representation from March 1, 2007 through March 31, 2007 (the "Fee Period"). This invoice has also been submitted in the SIMS system of LC, with attached data sheet and receipts.


CHICAGO, IL
WASHINGTON, DC
BOSTON, MA
PORTLAND, OR

William Cosnowski
Michele Piscitelli
Robert J. Rosenberg
Marissa Wesley
Marlane Melican
April 9, 2007
Page 2

The total invoice for the Fee Period is \$7,677.55, which is composed of (i) \$7,177.50 for fees and (ii) \$500.05 for expenses.

Please feel free to contact me with any questions.

Very truly yours,


Charles W. Shifley

CWS/tkw
Enclosures

cc: John Wm. Butler, Jr., Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
(Counsel to Debtors)

Janine M. Jjingo, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
(Counsel to Debtors)



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

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www.bannerwitcoff.com

CHARLES W. SHIFLEY
DIRECT DIAL: (312) 463-5441
CSHIFLEY@BANNERWITCOFF.COM

May 22, 2007

VIA COURIER

William Cosnowski
Michele Piscitelli
Legal Staff – Intellectual Property
Delphi Technologies, Inc.
World and North American Headquarters
5725 Delphi Drive
Troy, Michigan 48098-2815

Robert J. Rosenberg, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4802
(Counsel to Unsecured Creditors Committee)

Marissa Wesley, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(Counsel for Prepetition Credit Facility Agent)

Marlane Melican, Esq.
Davis Polk & Wardell
450 Lexington Avenue
New York, NY 10017
(Counsel to Postpetition Credit Facility Agent)

Re: Delphi Corporation et al. - Chapter 11 Proceedings
Monthly Statement of Fees and Disbursements

Dear Will, Michele, Robert, Marissa and Marlane:

Enclosed please find Banner & Witcoff monthly statement for legal services rendered for reimbursement of expenses incurred in connection with such representation from April 1, 2007 through April 30, 2007 (the "Fee Period"). This invoice has also been submitted in the SIMS system of LC.

CHICAGO, IL
WASHINGTON, DC
BOSTON, MA
PORTLAND, OR

William Cosnowski
Michele Piscitelli
Robert J. Rosenberg
Marissa Wesley
Marlane Melican
May 22, 2007
Page 2

The total invoice for the Fee Period is \$12,142.46, which is composed of (i) \$10,330.00 for fees and (ii) \$1,812.46 for expenses.

Please feel free to contact me with any questions.

Very truly yours,



Charles W. Shifley

CWS/tkw
Enclosures

cc: John Wm. Butler, Jr., Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
(Counsel to Debtors)

Janine M. Jjingo, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
(Counsel to Debtors)



BANNER & WITCOFF, LTD.
INTELLECTUAL PROPERTY LAW

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TEL: 312.463.5000
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www.bannerwitcoff.com

CHARLES W. SHIFLEY
DIRECT DIAL: (312) 463-5441
CSHIFLEY@BANNERWITCOFF.COM

June 18, 2007

VIA COURIER

William Cosnowski
Michele Piscitelli
Legal Staff – Intellectual Property
Delphi Technologies, Inc.
World and North American Headquarters
5725 Delphi Drive
Troy, Michigan 48098-2815

Robert J. Rosenberg, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4802
(Counsel to Unsecured Creditors Committee)

Marissa Wesley, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(Counsel for Prepetition Credit Facility Agent)

Marlane Melican, Esq.
Davis Polk & Wardell
450 Lexington Avenue
New York, NY 10017
(Counsel to Postpetition Credit Facility Agent)

Re: Delphi Corporation et al. - Chapter 11 Proceedings
Monthly Statement of Fees and Disbursements

Dear Will, Michele, Robert, Marissa and Marlane:

Enclosed please find Banner & Witcoff's monthly statement for legal services rendered for reimbursement of expenses incurred in connection with such representation from May 1, 2007 through May 31, 2007 (the "Fee Period"). This invoice has also been submitted in the SIMS system of LC.

CHICAGO, IL
WASHINGTON, DC
BOSTON, MA
PORTLAND, OR

William Cosnowski
Michele Piscitelli
Robert J. Rosenberg
Marissa Wesley
Marlane Melican
June 18, 2007
Page 2

The total invoice for the Fee Period is \$24,040.06, which is composed of (i) \$21,940.50 for fees and (ii) \$2,099.56 for expenses.

Please feel free to contact me with any questions.

Very truly yours,



Charles W. Shifley

CWS/tkw
Enclosures

cc: John Wm. Butler, Jr., Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
(Counsel to Debtors)

Janine M. Jjingo, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
(Counsel to Debtors)

EXHIBIT L

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that he caused a copy of the foregoing FIFTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD., INTELLECTUAL PROPERTY COUNSEL TO DELPHI CORPORATION, SEEKING ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES UNDER 11 U.S.C. SECTIONS 330 AND 331, AND HEARING ON OCTOBER 25, 2007, AND OBJECTION DEADLINE ON OCTOBER 18, 2007 to be served upon the following attorneys by Courier:

Office of the United States Trustee
For the Southern District of New York
33 Whitehall Street, Suite 2100
New York, NY 10004
Attn: Alicia M. Leonhard, Esq.

Delphi Corporation
5725 Delphi Drive
Troy, MI 48098
Attn: David M. Sherbin, Esq.

Delphi Corporation
5725 Delphi Drive
Troy, MI 48098
Attn: Joseph Papelian, Esq.

GE Plastics, Americas
9930 Kincey Avenue
Huntersville, NC 28078
Attn: Valeria Venable

Delphi Corporation
5725 Delphi Drive
Troy, MI 48098
Attn: John D. Sheehan

Skadden, Arps, Slate, Meagher & Flom,
LLP
Four Times Square
New York, NY 10036
Attn: Janine M. Jjingo, Esq.

Skadden, Arps, Slate, Meagher & Flom,
LLP
333 West Wacker Drive
Suite 2100
Chicago, IL 60606
Attn: John Wm. Butler, Jr., Esq.

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4802
Attn: Robert J. Rosenberg, Esq.

And by e-mail notice of the filing (including all exhibits) of and the hearing on this application to the parties listed on the 2002 List located at www.delphidocket.com as of the date hereof:

Date: July 30, 2007

By:

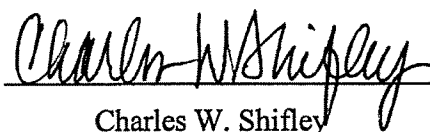

Charles W. Shifley

EXHIBIT M

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

ORDER GRANTING FIFTH INTERIM APPLICATION OF BANNER & WITCOFF, LTD.,
INTELLECTUAL PROPERTY COUNSEL TO DELPHI CORPORATION, FOR
ALLOWANCE OF INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES

Upon consideration of the fifth interim application of Banner & Witcoff, Ltd. for allowance of interim compensation and reimbursement of expenses (the "Third Interim Banner Application") for professional services and expenses incurred during the period commencing February 1, 2007 through May 31, 2007; and a hearing having been held before this court to consider the Third Interim Banner Application on October 25, 2007; and notice having been given pursuant to the Federal Rules of Bankruptcy Procedure 2002(a)(7) and (c)(2); and due consideration having been given to any responses thereto; and sufficient cause having been shown therefore, it is hereby:

ORDRED that the Fifth Interim Banner Application is granted to the extent set forth in Schedule "A."

Dated: October 25, 2007
New York, New York

United States Bankruptcy Judge
Southern District of New York

[illegible]

DATE: October 25, 2007

SCHEDULE A(1)
USBJ